

SOLICITATION, OFFER, AND AWARD			1. Caption			Page of Pages	
			Therapeutic Family Homes			1	31
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
		DCJZ-2007-H-0002		<input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Human Care Agreement		9/21/2006 6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement 441-4th Street, NW , Suite 703 South Washington, DC 20001			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC</u> until <u>2:00 P.M.</u> local time <u>20-Oct-06</u>							
Human Care Agreement Contractor Qualification Record must be completed (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone		C. E-mail Address	
		Dwight Hayes		(Area Code)	(Number)	(Ext)	
				202	724-5278		dwight.hayes@dc.gov
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1				
X	B	Supplies or Services and Price/Cost	3 to 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	5 to 19		F	List of Attachments	30 to 31
x	D	Human Care Service Delivery and Performance	19 to 20	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Human Care Service Administration	20 to 22			Representations, certifications and other statements of offerors	
X	F	Agreement Clauses	22 to 31			Instructions, conditions & notices to offerors	
						Evaluation factors for award	
OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	_____ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number
15A. Name and Address of Offeror					16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)				24. Award Date	





Government of the District of Columbia



HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

STATUTORY AND REGULATORY AUTHORITY

The Procurement Practices Human Care Agreement Amendment Act of 2000 (D.C. Law 13-155) authorizes the District of Columbia Chief Procurement Officer, or his or her designee, to award human care agreements for the procurement of social, health, human, and education services directly to individuals in the District. The Human Care Agreement Contractor Qualifications Record (CQR) is an application package that will facilitate the process of pre-qualifying contractors for a human care agreement with the District of Columbia in accordance with D.C. Law 13-155 and Chapter 19, 27 DCMR, the regulations.

GENERAL INSTRUCTIONS

1. Please read and complete each section of the Human Care Agreement Contractor Qualifications Record form. All information must be completed in the spaces provided, or marked "N/A."
2. An original signature must be provided in those sections where a signature is required. Copies or a stamped signature **is not** acceptable.
3. Included in the package that will be provided to you will be a copy of the "Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts", dated November 2004. Please read this document carefully before you complete the Contractor's Qualifications Record. The "Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts," dated November 2004, will be incorporated by reference into each Human Care Agreement that is entered into between a contractor that will provide human care services and the District of Columbia.
4. Also included in the package that will be provided to you will be forms required by the Department of Small and Local Business Development. You must complete those forms and return them with your package to make it complete and for you to be considered for a Human Care Agreement. The forms are for:
 - a. Compliance with Section 5 of Mayor's Order 85-85, "Equal Opportunity Obligations in Contracts" and
 - b. Compliance with Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Amendment Act of 1998, as amended (D.C. Laws 12-268 and 13-169).
5. You may use Section VIII, the "Remarks Section", on page 6, to provide additional information or to expand on information that is provided in response to the request for information.
6. Please include and attach all information, documentation, and data as instructed and required.
7. In those instances where check boxes are provided, please check only the box or boxes which apply.

CHECKLIST

<input type="checkbox"/>	Did you include your Taxpayer Identification Number?	<input type="checkbox"/>	Did you attach a copy of your most recent Financial Statement?
<input type="checkbox"/>	Did you attach the information required In Section III, Disclosure Information, on page 2?	<input type="checkbox"/>	Did you attach a copy of all licenses and certifications, including any specialty certifications?
<input type="checkbox"/>	Did you list all personnel critical to the performance of your Organization in Section VI	<input type="checkbox"/>	Are you providing a facility? Then, did you attach a copy of the Certificate of Occupancy for each facility?
<input type="checkbox"/>	Did you attach a Certificate of Incorporation, if applicable?	<input type="checkbox"/>	Did you attach a Certificate of Good Standing, if applicable?
<input type="checkbox"/>	Did you attach a copy of your LSDBE certification, if applicable?	<input type="checkbox"/>	Did you attach or include your salary history, if applicable?

FREQUENTLY ASKED QUESTIONS

Q	Can I fax my application for processing?	A	No. Contractor Qualifications Records must contain original, not copied signatures.
Q	Is this form available electronically?	A	Yes, the Contractor Qualifications Record (CQR) is available on the Office of Contracting and Procurement website, www.ocp@dc.gov .
Q	Who or what is an Individual?	A	The term "individual" means a human person who may be licensed, certified, or otherwise authorized or qualified to perform or provide specific human care services. The individual may be solo practitioner or a part of a group.

Q	Who or what is an Organization?	A	The term “organization” means an entity, other than an individual, that is licensed, certified, or otherwise authorized, or qualified, to provide or perform human care services in the normal course of business. The license, certification, or other recognition is granted to the organization entity. Individual owners, managers, or employees of the organization may also be certified, licensed, or otherwise recognized as individual providers in their own right. Examples may include a corporation, joint venture, clinic, hospital, or partnership.



Government of the District of Columbia



HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

1. DATE OF FILING / /		2. FILING TYPE: <input type="checkbox"/> NEW REMOVAL <input type="checkbox"/> UPDATE <input type="checkbox"/> CORRECTION <input type="checkbox"/>		FOR OCP USE ONLY: DATE RECEIVED BY OCP:	
SECTION I – GENERAL INFORMATION					
1. NAME OF INDIVIDUAL/ ORGANIZATION a. Name: b. Title: c. Physical Street Address: d. City, State & Zip Code:		2. TYPE OF ORGANIZATION (Please check the appropriate box.) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> LIMITED PARTNERSHIP			
		3. STATE OF INCORPORATION (Please check the appropriate box.) <input type="checkbox"/> DISTRICT OF COLUMBIA <input type="checkbox"/> COMMONWEALTH OF VIRGINIA <input type="checkbox"/> STATE OF MARYLAND <input type="checkbox"/> STATE OF DELAWARE <input type="checkbox"/> OTHER: _____ Date Of: _____			
e. Office Phone:		f. Office Facsimile No:		3. IS ORGANIZATION? <input type="checkbox"/> FOR PROFIT <input type="checkbox"/> NON-PROFIT	
g. E-Mail:					
5. SOCIAL SEC. / TAXPAYER ID NO:		6. DUNN & Bradstreet No:		7. ARE YOU OR THE ORGANIZATION CERTIFIED IN D.C. AS? <input type="checkbox"/> Small <input type="checkbox"/> Local <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Resident-Owned <input type="checkbox"/> Enterprise Zone <input type="checkbox"/> Longtime Resident	
SECTION II – FINANCIAL RESPONSIBILITY INFORMATION (Please Provide and Attach a Copy of Your Most Recent Financial Statement.)					
1. Name and Address of Accountant:		2. Name and Address of Financial Institution:			
3. Name and Title of Contact Person:		4. Name and Title of Contact Person:			
5. Telephone No.:		6. Fax No.:		7. Telephone No.:	
				8. Fax No.:	
9. Date Of Attached Financial Statement (Must be Within Last 12 Months):				10. Do You/Organization Owe Any Outstanding District /Federal Taxes: District Taxes: <input type="checkbox"/> NO <input type="checkbox"/> YES - Federal Taxes: <input type="checkbox"/> NO <input type="checkbox"/> YES	
11. MEDICAID – MEDICARE INFORMATION: a. Are You / Organization a Certified Medicaid Provider? <input type="checkbox"/> YES <input type="checkbox"/> NO Medicaid Number: _____ Date: _____ b. Are You / Organization a Certified Medicare Provider? <input type="checkbox"/> YES <input type="checkbox"/> NO Medicare Number: _____ Date: _____					
SECTION III – DISCLOSURE INFORMATION (If yes to any questions below, please explain fully in REMARKS SECTION, or attach a separate statement.)					

1.	Have you or the Organization ever been debarred, suspended or sanctioned from any state or federal program?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	Is your license, or any in the organization currently suspended or restricted in any way?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	Have you or the principals of the Organization ever been, indicted, convicted of or pled guilty to a crime (excluding minor traffic citation), or been imprisoned for a crime in the past 10 years.:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.	Are there any judgments, or pending civil lawsuits, or investigations against you or the Organization, or its principals?:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5.	Have you or the Organization ever had any outstanding criminal fines, restitution orders, or overpayments identified in the District or any state?:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6.	Are you, or is anyone in your organization, related by blood or marriage to any individual employed by the District government?:	<input type="checkbox"/> YES	<input type="checkbox"/> NO

SECTION IV – ORGANIZATION HISTORY, BACKGROUND AND EXPERIENCE

1. List All Contracts With the District Government Within the Past Five (5) Years:

	Agency	Description of Service	Amount	Dates	Contract Number
A				to	
B				to	
C				to	
D				to	
E				to	

(Please Use and Attach a Separate Sheet for Additional Items.)

2. List All Contracts With Other Governments or Private Institutions Within the Past Five (5) Years:

	Agency	Description of Service	Amount	Dates	Contract Number
A				to	
B				to	
C				to	
D				to	
E				to	

(Please Use and Attach a Separate Sheet for Additional Items.)

3. If You Are Applying As An INDIVIDUAL, Please List Your Employment Or Work History for past five (5) years:

	Name of Employer	Address	Duties	Name of Supervisor	Dates of Employment	Telephone
A					to	
B					to	
C					to	
D					to	
E					to	
F					to	

(Please Use and Attach a Separate Sheet for Salary History and Additional Items.)

4. List At Least Five (5) References Familiar With Service Delivery:

	Name	Title/Position	Affiliation	Telephone	Fax	E-Mail
A						
B						
C						
D						
E						

(Please Use and Attach a Separate Sheet for Additional Items.)

4. ARE YOU A UNITED STATES CITIZEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	5. ARE YOU A PERMANENT RESIDENT? <i>(Please Attach Documentation To Support)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	6. IF YOU ARE NOT A CITIZEN, CAN YOU PROVIDE AND SUBMIT VERIFICATION OF YOUR LEGAL RIGHT TO WORK IN THE UNITED STATES? <i>(Please Attach Documentation To Support.)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO
--	--	--

SECTION V – EDUCATION, CREDENTIALS AND LICENSURE

1. Please List All Colleges (Undergraduate and Graduate) and Professional Institutions Attended:					
	Chief Study Subject Area	Name of College, University or Professional School	Address and Zip Code	Dates Attended	Date And Type Degree Awarded
A				To	
B				To	
C				To	
D				To	
E				To	
(Please Use and Attach a Separate Sheet for Additional Items.)					
2. Please List All Professional Certifications and Licenses (Copies Must Be Attached):					
	License/Certification	Agency/Entity	State	Number	Effective Dates
A					to
B					to
C					to
D					to
E					to
(Please Use and Attach a Separate Sheet for Additional Items.)					
3. Please List All Speciality, Certifications and Licenses (Copies Must Be Attached):					
	Specialty License/Certification	Agency/Entity	State	Number	Effective Dates
A					to
B					to
C					to
D					to
(Please Use and Attach a Separate Sheet for Additional Items.)					
4. HAVE YOU OR ANY MEMBER OF THE ORGANIZATION EVER HAD ANY LICENSE, CERTIFICATION OR CREDENTIAL REVOKED OR SUSPENDED? <input type="checkbox"/> YES <input type="checkbox"/> NO					
(If yes, please explain in REMARKS SECTION, or attach a detailed explanation, including dates, type of license, certification, credential and all circumstances surrounding the event(s).)					
(Please Use and Attach a Separate Sheet for Additional Items.)					
5. Please list any hospital affiliations or privileges below:					
	Name of Individuals(s)	Name of Hospital	Address	Type Privilege/Affiliation	Telephone
A					
B					
C					
D					

(Please Use and Attach a Separate Sheet for Additional Items.)

6. HAVE YOU OR ANY MEMBER OF THE ORGANIZATION EVER HAD ANY HOSPITAL PRIVILEGES REVOKED, FOR ANY REASON? ☐ YES ☐ NO

(If yes, please explain in REMARKS SECTION, or attach a detailed explanation, including dates, type of license, certification, credential and all circumstances surrounding the event(s).)

SECTION VI – SERVICE DATA AND INFORMATION

1. GENERAL SERVICE CATEGORIES: Please Check Each Of The General Service Categories For Which You Or The Organization Are Applying.

- | | | |
|--|---|---|
| <input type="checkbox"/> Education (EDS) | <input type="checkbox"/> Human Services (HUM) | <input type="checkbox"/> Social Services (SOC) |
| <input type="checkbox"/> Special Education (SED) | <input type="checkbox"/> Mental Health (MEN) | <input type="checkbox"/> Youth/Juvenile Justice (JUV) |
| <input type="checkbox"/> Health (HTH) | <input type="checkbox"/> Psychology (PSY) | <input type="checkbox"/> _____ |

2. POPULATIONS: Please Check All That Apply For Populations.

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Children & Youth (CYG) | <input type="checkbox"/> Adults (ADT) | <input type="checkbox"/> Developmentally Disabled (DVD) | <input type="checkbox"/> Homeless (HLS) |
| <input type="checkbox"/> Children & Youth-Detained (CYD) | <input type="checkbox"/> Adult Forensic-Psychiatric (AFP) | <input type="checkbox"/> Geriatric (GER) | <input type="checkbox"/> Multicultural (MLT) |
| <input type="checkbox"/> Children & Youth-Committed (CYC) | <input type="checkbox"/> Adult Forensic-Correctional (FC) | <input type="checkbox"/> Pregnant Women (PGW) | <input type="checkbox"/> HIV/AIDS (HIV) |
| <input type="checkbox"/> Children & Youth-Supervision (CYS) | <input type="checkbox"/> Physically Disabled (DIS) | <input type="checkbox"/> Hearing Impaired (HIM) | <input type="checkbox"/> Dually Diagnosed (DUD) |
| <input type="checkbox"/> Special Education (SED) | <input type="checkbox"/> Mentally Retarded (MRD) | <input type="checkbox"/> Blind/Visually Impaired (BLD) | <input type="checkbox"/> _____ |

3. SETTING CODES: Please Check The Settings Where You Or The Organization Can Or Will Provide Service.

(If You Or The Organization Has A Facility, Then A Certificate of Occupancy Must Be Included and Attached.)

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Addiction Treatment Facility (ADF) | <input type="checkbox"/> Foster Care Home (FCH) | <input type="checkbox"/> Homeless Shelter (HOS) | <input type="checkbox"/> Nursing Care Facility (NCF) |
| <input type="checkbox"/> Ambulatory Care/Surg Center (AMB) | <input type="checkbox"/> Detention Facility–Youth (DFY) | <input type="checkbox"/> In the Field (FLD) | <input type="checkbox"/> Outpatient Clinic (OTC) |
| <input type="checkbox"/> Child Development Center (CDC) | <input type="checkbox"/> Detention Facility –Adult (DFA) | <input type="checkbox"/> Inpatient-Psychiatric (INP) | <input type="checkbox"/> Private Home (PRH) |
| <input type="checkbox"/> Comm Day Program (CDP) | <input type="checkbox"/> Dialysis Center (DIA) | <input type="checkbox"/> Inpatient-Medical (INM) | <input type="checkbox"/> Provider's Office or Facility (POF) |
| <input type="checkbox"/> Comm Health Center (CHC) | <input type="checkbox"/> Group Home –Youth (YGH) | <input type="checkbox"/> Intermed Care Center-MR (IMR) | <input type="checkbox"/> School (SCH) |
| <input type="checkbox"/> Comm Residential Facility (CRF) | <input type="checkbox"/> Group Home-MR (MGH) | <input type="checkbox"/> Laboratory (LAB) | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Crisis Center (CRC) | | | |

4. SPECIFIC SERVICE CATEGORIES: Please Check the Specific Service Categories That Apply To You or The Organization in which you are qualified, including licenses, or certified, to provide services:

- | | | |
|--|--|--|
| <input type="checkbox"/> Addiction Treatment Services (ADT) | <input type="checkbox"/> Dental Services (DEN) | <input type="checkbox"/> Personal Care Services (PCS) |
| <input type="checkbox"/> Allergy (ALG) | <input type="checkbox"/> Dialysis Services (DIA) | <input type="checkbox"/> Physical Therapy (PTH) |
| <input type="checkbox"/> Addiction Treatment Services (ADT) | <input type="checkbox"/> Early Childhood Intervention (ECI) | <input type="checkbox"/> Podiatry (POD) |
| <input type="checkbox"/> Assessment/Diagnosis (ASS) | <input type="checkbox"/> EPSDT Screening (EPS) | <input type="checkbox"/> Pre-Natal Services (PNA) |
| <input type="checkbox"/> Audiology (AUD) | <input type="checkbox"/> Family Services (FAM) | <input type="checkbox"/> Psychological Services (PSC) |
| <input type="checkbox"/> Assessment/Diagnosis (ASD) | <input type="checkbox"/> Homemaker Services (HOM) | <input type="checkbox"/> Psychiatric (PSY) |
| <input type="checkbox"/> Birthing Services (BIR) | <input type="checkbox"/> Dental Hygienist (DHY) | <input type="checkbox"/> Recreation Therapy (RTH) |
| <input type="checkbox"/> Case Management-Family Services (CMF) | <input type="checkbox"/> Laboratory Screening Services (LAB) | <input type="checkbox"/> Respiratory Care Services (RES) |
| <input type="checkbox"/> Case Management-Medical (CMM) | <input type="checkbox"/> Mental Health (MEN) | <input type="checkbox"/> Respite Care (RSC) |
| <input type="checkbox"/> Case Management-Social (CMS) | <input type="checkbox"/> Midwifery (MID) | <input type="checkbox"/> Supported Employment Services (SES) |
| <input type="checkbox"/> Child Care Services (DAY) | <input type="checkbox"/> Music Therapy (MTH) | <input type="checkbox"/> Social Worker Services (SWS) |
| <input type="checkbox"/> Chore Services (CHR) | <input type="checkbox"/> Neurology (NEU) | <input type="checkbox"/> Speech Therapy (STH) |
| <input type="checkbox"/> Consulting (CON) | <input type="checkbox"/> Nutrition and Dietary (NUT) | <input type="checkbox"/> Transportation Services (TRS) |
| <input type="checkbox"/> Counseling Services (CSL) | <input type="checkbox"/> Occupational Therapy (OTH) | <input type="checkbox"/> Visiting Nurse (home) (VIS) |
| <input type="checkbox"/> Crisis Intervention Services (CRI) | <input type="checkbox"/> Optometry (OPT) | <input type="checkbox"/> Vocational Rehabilitation (VOC) |
| <input type="checkbox"/> Day Treatment Services (Habilitation) (DTR) | <input type="checkbox"/> Pediatric (PED) | <input type="checkbox"/> _____ |

5. LICENSURE AND CERTIFICATION CATEGORIES: Please Check All of the Licensure and Certification categories that Apply to You or the Organization in which you are qualified, And Are Licensed Or Certified To Provide Services:

- | | | |
|---|---|--|
| <input type="checkbox"/> Acupuncture Therapist (ACC) | <input type="checkbox"/> Massage Therapy (MAS) | <input type="checkbox"/> Physician (DOC) |
| <input type="checkbox"/> Advanced Practice Registered Nurse (ARN) | <input type="checkbox"/> Naturopathy (NAT) | <input type="checkbox"/> Physician Assistant (PAS) |
| <input type="checkbox"/> Architect (ARC) | <input type="checkbox"/> Nurse-Anesthetist (RNA) | <input type="checkbox"/> Podiatrist (POD) |
| <input type="checkbox"/> Audiologist (AUD) | <input type="checkbox"/> Nurse-Midwife (RNM) | <input type="checkbox"/> Practical Nursing (LPN) |
| <input type="checkbox"/> Certificate of Occupancy (COO) | <input type="checkbox"/> Nurse Practitioner (RNP) | <input type="checkbox"/> Professional Counseling (PRO) |
| <input type="checkbox"/> Child Development (CHD) | <input type="checkbox"/> Nutritionist & Dietician (NUT) | <input type="checkbox"/> Psychologist (PSC) |
| <input type="checkbox"/> Dental Hygienist (DHY) | <input type="checkbox"/> Obstetrician (OBS) | <input type="checkbox"/> Psychiatrist (PSY) |
| <input type="checkbox"/> Dentist (DEN) | <input type="checkbox"/> Occupational Therapist (OTH) | <input type="checkbox"/> Registered Nurse (RNN) |
| <input type="checkbox"/> Chiropractor (CHP) | <input type="checkbox"/> Optometrist (OPT) | <input type="checkbox"/> Respiratory Care (RES) |
| <input type="checkbox"/> Foster Care Provider (FOS) | <input type="checkbox"/> Ophthalmology (OPG) | <input type="checkbox"/> Social Worker-Clinical (SWC) |
| <input type="checkbox"/> Funeral Directors (FUN) | <input type="checkbox"/> Pharmacist (PHM) | <input type="checkbox"/> Social Worker (SWS) |
| <input type="checkbox"/> Gynecology (GYN) | <input type="checkbox"/> Physical Therapist (PTH) | <input type="checkbox"/> _____ |

6. LANGUAGE SKILLS: Please Check All that Apply for Your Or The Organization's Language Skills:

- | | | |
|---|---|--|
| <input type="checkbox"/> English (ENG) | <input type="checkbox"/> French (FRN) | <input type="checkbox"/> Chinese–Cantonese (CCA) |
| <input type="checkbox"/> Spanish (SPN) | <input type="checkbox"/> Haitian Creole (CRE) | <input type="checkbox"/> Chinese-Mandarin (CMA) |
| <input type="checkbox"/> International/Universal Sign (SGN) | <input type="checkbox"/> Vietnamese (VTN) | <input type="checkbox"/> Ethiopian (Amharic) (AMH) |
| <input type="checkbox"/> Italian (ITL) | <input type="checkbox"/> Korean (KOR) | <input type="checkbox"/> _____ |

SECTION VII – PERSONNEL CRITICAL TO ORGANIZATION PERFORMANCE

1. Please list All of the Personnel In your Organization Who Are Critical To organization Performance. Please List Officers, Clinical Directors, Medical Directors, Service Supervisors, and Sub-Contractors Essential to the Performance of Services in this Qualifications Record and Attach Resumes Coded to this Section. Attach Any Copies of Licenses, Certifications, or Credentials Where Applicable.:

	Name	Title/Position	Affiliation	Telephone	Fax	E-Mail
A						

B						
C						
D						

SECTION VIII – REMARKS SECTION

1. Please use this section to respond to or to continue to response to any previous question, or request for information. In addition, please feel free to use this section to provide additional information vital to determining your or the organizations qualifications to enter into a Human Care Service Agreement with the District of Columbia

SECTION IX – CERTIFICATIONS AND INCORPORATIONS BY REFERENCE

1. DRUG-FREE WORKPLACE CERTIFICATION: *Please provide Certification That You Or The Organization Does Or Will Operate In A Drug-Free Manner.*

I/We, _____ of _____

Hereby give, affirm and provide certification that I/We have received and have read the requirements on having and maintaining a Drug-Free Workplace in the District of Columbia, agree to be bound by those requirements and the remedies stated in the requirements, and further certify that I/We realize that making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Name (Please Print)

Title

Signature

Date

(May be signed on behalf of individual or organization.)

2. STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA SUPPLY AND SERVICES CONTRACTS: *Please provide Certification That You Or The Organization Agree To Be Bound By the Standard Contract Provisions of the District of Columbia.*

I/We, _____ of _____

Hereby give, affirm and provide certification that I/we have received and have read the Standard Contract Provisions For Use With District of Columbia Government and Supply Contracts ("Standard Contract Provisions"), dated November 2004, and agree to be bound by all of the provisions, including The requirements of the Occupational Safety and Health Act of 1970 (as amended), the Service Contract Act of 1965 (41 U.S.C. 351-358), the Buy America Act (41 U.S.C.), and the Non-Discrimination provisions. Further, I/We agree and understand that the Standard Contract Provisions shall be Incorporated by reference into any contract or agreement that shall be signed between Me, or My Organization, and the District of Columbia.

Name (Please Print)

Title

Signature

Date

3. INFORMATION CONSENT: *Please Provide Certification That You Or The Organization Provide Consent To The District To Obtain Additional Information As Needed.*

I/We, _____ of _____

Hereby give, provide and express my consent for representatives of the Office of Contracting and Procurement, Government of the District of Columbia, to obtain any information from any professional organization, business entity, individual, government agency, or academic institution concerning the Professional license status or certification referenced in this document. This material shall be held, maintained and updated by the Office of Contracting and Procurement. I further understand that the Office of Contracting and Procurement will use this information solely for internal purposes pertaining to the evaluation of the qualifications of individuals and organizations to provide human care services, as appropriate, in the District of Columbia.

Name (Please Print)	Title	Signature	Date

SECTION XI – TAX CERTIFICATION AFFIDAVIT

1. TAX CERTIFICATION: Please Provide Certification That You Or The Organization Is In Tax Compliance In the District of Columbia.

Name of Individual/Organization: _____

Federal Tax Identification or Social Security No.: _____ DUNS No.: _____

Office of Tax and Revenue Registration No.: _____

Unemployment Insurance Account No.: _____

Names and Addresses of Principal Officers of Corporation: 1. _____

2. _____

3. _____

I / We, hereby certify That:

- I / We have complied with the applicable tax filing and licensing requirements of the District of Columbia.
- The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

District:		Current	Not Current	Not Applicable
	Sales and Use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Employer Withholding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unemployment Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Hotel Occupancy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Corporation Franchise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unincorporated Franchise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Personal Property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Professional License	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Arena/Public Safety Fee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vendor Fee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Real Property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. If not current, as checked in paragraph 2, I am / We are in compliance with a payment agreement with the Office of Tax and Revenue, Office of the Chief Financial Officer. *(Please Attach A Copy of the Agreement.)* ☐ YES ☐ NO
4. If no outstanding liabilities exists and no agreement has been made, please attach a listing of all such liabilities. The Office of Tax and Revenue also requires:
- (A) Copies of Form FR 532 (Notice of Registration) or a copy of Form FR-500 (Combined Registration).
- (B) Copies of cancelled checks for the last tax period(s) filed for each tax liability, i.e., Sales and Use, Employer Withholding, etc.)

The Government of the District of Columbia is hereby authorized to verify the above information with appropriate government authorities. The penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one (1) year, or both, as prescribed in D.C. Code, section 22-2514. The penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code, section 22-2513.

Signature

Title

Subscribed and sworn before me on this _____ day of _____, _____.

Notary Public: _____

My Commission Expires on: _____

SEAL

SECTION XII – AFFIDAVIT AS TO ACCURATENESS AND TRUTHFULNESS

I, _____ of being duly sworn on oath, certify that
I am authorized to sign this document and that all of the information contained in this Human Care Agreement Contractor
Qualifications Record is complete, true and accurate.

Signature

Title

Subscribed and sworn before me on this _____ day of _____, _____.

Notary Public: _____

My Commission Expires on: _____

SEAL

Agreement Between the Superior Court
Metropolitan Police Department,
the Corporation Counsel,
the LaShawn General Receivership
on Behalf of the Child and Family Services
Agency of the Department of Human Services
and
the Department of Human Services
Youth Services Administration

**Agreement Between the Superior Court
Metropolitan Police Department, the Corporation Counsel,
the LaShawn General Receivership on Behalf of the Child and
Family Services Agency of the Department of Human Services and
the Department of Human Services Youth Services Administration**

1. PREAMBLE

The purpose of this Agreement is to expedite communication between the Superior Court and agencies responsible for locating and returning missing children who are the subjects of custody orders issued by judicial officers under D.C. Code § 16-2301(9) et seq. (i.e., neglected and abused children) and §§ 16-2309 et seq. (1981 & 1996 Supp.) (i.e., delinquent children).

II GENERAL TERMS AND CONDITIONS

A. METROPOLITAN POLICE DEPARTMENT

1. The Metropolitan Police Department (hereafter MPD) will refer reports of missing or absconding children in the neglect system made by foster parents or group homes directly to the Abscondence Unit of the Child and Family Services Agency of the Department of Human Services (hereafter CFSA), managed by the LaShawn General Receivership (hereafter LGR). The MPD through its officers in the station houses shall attempt to locate children in coordination with the CFSA Abscondence Unit or assigned agency worker.

2. The MPD will refer to its Abscondence Unit reports from parents or from personnel of shelter and group home of missing or absconding children under the jurisdiction of The Youth Services Administration of the Department of Human Services (hereafter YSA).

3. Currently, the Youth and Family Services Division of MPD has assigned two officers to the MPD Abscondence Unit whose working hours are 5 A.M. to 1 P.M. Monday to Friday. Effective the date this Agreement is signed, the Youth and Family Services Division of the MPD will assign at least four officers to the MPD Abscondence Unit on staggered shifts so that officers are more available to attempt to locate missing or absconding children. MPD will provide officers on duty with the Abscondence Unit with pagers to expedite communication with social workers, guardians, parents, caretakers, and other appropriate individuals. Following 60 days from the signing of this Agreement, MPD will reevaluate the number of officers allocated to executing custody orders and, if necessary, will request additional officers to be assigned to the Abscondence Unit.

4 Upon locating a missing or absconding child in the Abuse and Neglect system, the police will take that child to 625 H Street, N.E., Washington, D.C. 20002. Juvenile delinquents apprehended on custody orders shall be processed pursuant to Section II.E.6. of this Agreement.

5 MPD will provide a data processing format allowing the Family Division of the Superior Court to enter neglect custody orders on a daily basis into the Washington Area Law Enforcement System (hereafter WALES).

6. When WALES is down, police dispatchers will check the hard copy printout on children for whom custody orders have been issued in response to inquiries from officers as to whether a custody order has been issued for a particular child. Daily printouts will be provided to police dispatchers by the MPD Information Services Division.

7. MPD will supply a WALES terminal to the CFSA Abscondence Unit. MPD will allow personnel in the CFSA Abscondence Unit to enter into WALES the appropriate command (e.g., "served") indicating that a particular child for whom a custody order has been issued has been found.

8. MPD will provide three WALES terminals for the Superior Court. These terminals are to be located; (1) in Room 4310, (2) at the Quality Control Office located in Room JM 400, and (3) in the Liason Office of YSA located behind JM-4.

9. MPD will provide two WALES terminals to the Corporation Counsel or designee (hereafter Corporation Counsel).

10. MPD will maintain ongoing contact with all signatories to this Agreement to assure cooperation and compliance.

B. CFSA ABSCONDENCE UNIT

1- Effective the date of signing this Agreement, LGR on behalf of CFSA will create a CFSA Abscondence Unit to which it will assign five full-time staff persons responsible for filing requests for custody orders, based on reasonable grounds (Ex. A), and to work in conjunction with the MPD's Youth and Family Services Division to ensure the timely execution of these orders.

2. The CFSA Abscondence Unit will consist of a CFSA Liaison Social Worker, and a team consisting of four outreach workers, one of whom will serve as Coordinator. The CFSA Liaison Social Worker will work from 9 A.M. to 5 30 P.M., Monday through Friday and will be located at 609 H Street, N.E., Washington D.C. 20002. The telephone number is (202) 724-4333; the fax number is (202) 727-9460. The Outreach Team Coordinator will work a flexible shift Monday through Friday; two days a week- from 10 A.M. to 6 P.M. and three days a week 1 P.M. to 9 P.M.

The outreach workers will work rotating schedules as follows:

Outreach Worker #1	Monday-Friday	2 P.M.-10 P.M.
Outreach Worker #2	Tuesday-Saturday	2 P.M.-10 P.M.
Outreach Worker #3	Sunday-Thursday	2 P.M.-10 P.M.

The Outreach staff will be located at 2804 Martin Luther King Jr. Avenue, S.E., Washington, D.C., 20032, a 24-hour facility. The CFSA Abscondence Unit Outreach Workers will take an aggressive approach to locating missing and absconding children

3. When a child under the supervision of CFSA is missing or absconding, vendors and foster parents shall notify the MPD and the social worker assigned to the case. Vendors and foster parents shall notify MPD within one hour of learning that the child is gone. Immediately after notifying MPD, vendors and foster parents shall notify the CFSA social worker assigned to the case or a supervisor during regular business hours (9 A.M. to 5 P.M.). Such social worker or supervisor shall notify the CFSA Abscondence Unit or its designee of the need to promptly complete and file a request for a custody order for the child.

On workdays after regular business hours and on weekends and holidays, vendors and foster parents shall directly notify the CFSA Abscondance Unit or its designee within one hour of learning that the child is gone. This paragraph also covers missing children under the supervision of Court Social Services Division (hereafter CSSD) when the child is in shelter care.

4. The CFSA Abscondence Unit Liaison Social Worker will be responsible, during regular business hours (see supra Section B.2.) for submitting requests for custody orders, based on reasonable grounds, to the Office of the Juvenile and Neglect Clerk of the Family Division (hereafter Juvenile/Neglect Clerk). The requests for custody orders shall be filed within one hour of notice to the CFSA Abscondence Unit that a child is missing. The CFSA Abscondance Unit Liaison Social Worker will be responsible for maintaining records of each request for a custody order filed with the Juvenile/Neglect Clerk. A copy of the request for a custody order shall also be sent contemporaneously to the Corporation Counsel by fax.

5. The Outreach staff will fax the request for a custody order to the Juvenile/Neglect Clerk by 7 A. M. the following business day, including Saturdays and holidays.

6. The CFSA Abscondence Unit will provide training to contractors, vendors, and foster parents pertaining to implementation of this Agreement

7. Upon return of a child to CFSA by anyone, the CFSA Abscondence Unit Liaison Social Worker shall enter the appropriate command into WALES. The CFSA Abscondence Unit Liaison Social Worker shall also provide notification to the

Juvenile/Neglect Clerk by fax and hard copy, as well as a fax to the Corporation Counsel, indicating that the child has been found (Ex. C).

8. The CFSA Abscondence Unit Liaison Social Worker will notify the attorney of record and the custodian after a child has been found.

9. CFSA will provide placement and other services to missing/absconding children who have been found when a child is brought to 625 H Street, N.E., Washington, D.C. 20002 after normal business hours (4:45 P.M. on weekdays and anytime on weekends and holidays). Intake will notify the Outreach team who will be responsible for providing a safe placement for the child. Once the Outreach worker has notified the assigned social worker for the child of a child's return, that assigned worker will coordinate continued services to the child.

10. Upon return of -a child by anyone, if placement must be changed, the Corporation Counsel shall be informed by the CFSA Abscondence Unit Liaison Social Worker. The Corporation Counsel shall then notify the assigned Judge and request an emergency hearing. If the assigned judge is not available, the case shall be processed through the New Referrals courtroom (JM-10).

11. The CFSA Abscondence Unit as well as the LGR will maintain ongoing contact with all signatories to this Agreement to assure cooperation and compliance.

C. COURT SOCIAL SERVICES DIVISION (CSSD): Children in the Neglect and Abuse System.

1. CSSD will request and monitor the execution of custody orders issued for cases under its supervision when the child is residing at home or with a third-party custodian.

2. When a child under the supervision of CSSD who is in shelter care is missing or absconding vendors and foster parents will notify the MPD and the CFSA social worker assigned to the case. Vendors and foster parents shall notify MPD within one hour of learning that the child is gone. Immediately after notifying MPD, they shall notify the CFSA social worker assigned to the case or a supervisor during regular business hours (9 A.M. to 5 P.M.). Such social worker or supervisor shall notify the CFSA Abscondence Unit or its designee of the need to promptly complete and file a request for a custody order for the child. Such social worker also will notify the CSSD worker assigned to the child of the child's absence.

On workdays after regular business hours and on weekends and holidays, vendors and foster parents shall directly notify the CFSA Abscondence Unit or its designee within one hour of learning that the child is gone

3. The CFSA Abscondence Unit Liaison Social Worker will be responsible, during regular business hours (see supra, Section B.2.) for submitting requests for custody orders based on reasonable grounds to the Juvenile/Neglect Clerk. Requests for custody orders shall be filed within one hour of notice to the CFSA Abscondence Unit that a child is missing. The CFSA Abscondence Unit Liaison Social Worker will be responsible for maintaining records of each request for a custody order filed with the Juvenile/Neglect Clerk. A copy of each request for a custody order shall also be sent contemporaneously to the Corporation Counsel by fax.

4. When a child under it the supervision of CSSD, who is in third-party placement or protective supervision is missing or absconding, caretakers shall notify the MPD and the CSSD Social Worker assigned to the case. Caretakers shall notify the MPD within one hour of learning that the child is gone. Immediately after notifying the MPD, they shall notify the CSSD worker assigned to the case or a supervisor during regular business hours (9 A.M. to 5 P.M.). The CSSD Social Worker shall, within one hour of notice of a missing or absconding child, file a request for a custody order, based on reasonable grounds, to the Juvenile/Neglect Clerk.

During the week, after regular business hours, after 3 P.M. on Saturday, and on Sundays, a caretaker reporting a missing or absconding, child will notify CSSD Central Processing at 409 E Street, N.W., Washington, D.C 20001. The phone number is (202) 508-1841 or 508-1961. On holidays from 8:00 A.M. to 10:30 A.M. and on Saturdays from 8 A.M. to 3 P.M., caretakers shall notify CSSD at the Intake Unit located at the Superior Court, 500 Indiana Avenue, N.W., Room 4206, Washington, D.C. 20001. The Phone number is (202) 879-1294 or 879-1936. Within one hour of notice to CSSD that a child is missing or absconding, the CSSD representative at Central Processing shall, based on reasonable grounds, file a request for custody order with the Juvenile/Neglect Clerk.

5. Where a child under the supervision of CSSD who is not in shelter care absconding or is missing, the probation officer assigned to the child's case will take an aggressive approach to locate the child.

6. CSSD will be responsible for maintaining a record of each request for a custody order that is filed.

7. Upon return of a child by anyone, if the placement must be changed, the probation officer shall notify the assigned Judge and request an emergency hearing. If the assigned Judge, is not available, the case shall be processed through the New Referrals courtroom (JM-10).

8. CSSD will maintain ongoing contact with all signatories to this Agreement to assure cooperation an compliance.

D. CSSD: Children in the Juvenile Delinquency System.

1. CSSD will request and monitor the execution of custody orders issued in juvenile delinquency cases under its supervision when the child is (a) residing at home; (b) with a third-party custodian; or (c) on home detention. YSA shall request and monitor the execution of the custody orders for missing and absconding children under the supervision of CSSD who are in shelter care or in detention. (see infra Part II.E.) .

2. When a child under the supervision of CSSD, who is (a) at home; (b) with a third-party custodian; or (c) on home detention is missing or absconding, caretakers shall notify the MPD and the CSSD Social Worker assigned to the case. Caretakers shall notify the MPD within one hour of learning that the child is gone. Immediately after notifying the MPD, they shall notify the CSSD worker assigned to the case or a supervisor during regular business hours (9 A.M. to 5 P.M.). The CSSD Social Worker shall, within one hour of notice of a missing or absconding child, file a request for custody order, based on reasonable grounds, to the Juvenile Neglect Clerk.

During the week, after regular business hours, after 3 P.M. on Saturday, and on Sundays, a caretaker reporting a missing or absconding child will notify CSSD Central Processing at 409 E Street, N.W., Washington D.C., 20001. The phone number is (202) 508-1541 or 508- 1961. On holidays from 8 A.M. to 10:30 A.M. and on Saturdays from 8 A.M. to 3 P.M., caretaker shall notify CSSD at the Intake Unit located at the Superior Court, 500 Indiana Avenue, N.W., Room 4206, Washington, D.C. 20001. The phone number is (202) 879-1294 or 789-1936. Within one hour of notice to CSSD that a child is missing or absconding, the CSSD representative at Central Processing or the Intake Unit Probation Officer shall, based on reasonable grounds, file a file a request for custody order with the Juvenile/Neglect Clerk.

3. When a child under the supervision of CSSD who is not in shelter care or detention absconds or is missing, the probation officer assigned to the child's case will take an aggressive approach to locate the child.

4. CSSD will be responsible for maintaining a record of each request for a custody order that it files.

5. Upon returning of a child by anyone, the clerk's office shall notify the assigned Judge and request an emergency hearing. If the assigned Judge is not available, the case shall be processed through the New Referral courtroom (JM-10).

6. CSSD will maintain ongoing contact with all signatories to this Agreement to assure cooperation and compliance.

E. YOUTH SERVICES ADMINISTRATION: Children in the Juvenile Delinquency System and Children in Need of Supervision.

1. Effective the date of signing this Agreement, YSA will be responsible for filing requests for custody orders based on reasonable grounds and for monitoring the timely execution of those orders. The telephone number of the YSA facility requesting the custody will be indicated on the custody order.

2. When a youth assigned to shelter care, a group home, or a foster care placement is missing, a facility staff person shall notify MPD immediately. Within one hour after notice to MPD, a facility staff person shall file by fax a request for a custody order based on reasonable grounds with the Juvenile/Neglect Clerk at (202) 879-0099 or 737-0807. Subsequent to this action, a facility staff person also shall fax a copy of the request for a custody order to the Chief of the Diversion Division (hereafter CDD) or a designee at (202) 724-5067 and to the Corporation Counsel or designee at (202) 727-3745. This procedure will be followed during working hours (8 A.M. to 4.45 P.M.) Monday through Friday.

After working hours and on weekends and holidays, the facility staff person shall follow the same procedures described in the preceding paragraph except that in addition the facility staff person shall report the request for a custody order to the staff person on duty at the Stanton Group Home by telephone at (202) 645-4233.

3. When the youth is in detention, and it is ascertained that the youth is missing, the superintendent or Officer of the Day immediately shall notify MPD and police departments in other jurisdictions in accord with existing memoranda of understanding between such departments and YSA, and then shall promptly file a request for a custody order with the Juvenile/Neglect Clerk. (Ex. B).

4. YSA will provide training to contractors, vendors, and foster parents pertaining to implementation of this Agreement.

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5. Upon return of a child to YSA by anyone, YSA shall notify the Juvenile/Neglect Clerk. YSA will immediately file a Request for Withdrawal of Custody Order (Ex. C).

6. When a juvenile or child in need of supervision is apprehended on a custody order by MPD the child shall be taken, unless the Order says otherwise, to the Central Processing Unit at 409 E Street; N.W., Washington, D.C. 20001 (a) after 3 P.M. until 6 A.M. on weekdays; (b) after 2:30 P.M. on Saturdays until 6 A.M. on Monday; or (c) after 10:30 A.M. on holidays until the following morning. The child shall be taken to the Juvenile Cell Block at 500 Indiana Avenue, N.W., Washington, D.C. 20001 from 6 A.M. until 3 P.M. Monday through Friday and from 6 A.M. until 2.30 P.M. on Saturdays, and on holidays from 6 A.M. until 10:30 P.M. The Office of the Clerk of the Superior Court

shall notify the assigned Judge and request an emergency hearing. If the assigned Judge is not available, the case shall be processed through the New Referrals Courtroom (JM-10).

F. CORPORATION COUNSEL

1. The Corporation Counsel shall continue to provide a means for law enforcement officers, CFSA workers, and other individuals to request pre-petition custody orders upon sworn affidavit.

2. The Corporation Counsel may request post-petition custody orders on reasonable grounds, for children who are missing or in abscondence (without an affidavit).

3. The Chime Abuse and Neglect Section of the Corporation Counsel's Office, located at 1 Judiciary Square, N.W., Room 6N50, Washington, D.C. 20001 (Telephone: (202) 727-4865/Fax: 727-3737) shall receive facsimile copies of requests for custody orders issued in neglect cases.

The Juvenile Section of the Corporation Counsel's Office, located at 451 Indiana Avenue, N.W., Room 220, Washington, D.C. 20001 (Telephone (202) 727-4868/Fax 727-3745) shall receive facsimile copies of requests for custody orders issued in delinquency cases in which respondents are alleged to be persons in need of supervision.

4. The Corporation Counsel shall make every effort to provide timely representation of at unscheduled hearings precipitated by a child's presentment to court following the execution of a custody order.

G. SUPERIOR COURT FAMILY DIVISION, JUVENILE AND NEGLECT CLERK'S OFFICE

1. Upon receipt of a request for the issuance of a custody order made by any signatory to this Agreement, the Juvenile/Neglect Clerk will pull the case jacket, make the appropriate jacket entry and submit the Request, a Custody Order and the one jacket to the judicial officer assigned to the case, or in the absence of a particular judicial officer, to Judge-In Chambers (room-4220). Requests for the issuance of a custody order received on a Saturday or holiday shall be submitted to the judicial officer in New Referral Court (JM-10). The Juvenile/Neglect Clerk shall submit directly to Judge-In-Chambers any requests for a pre-petition custody order made by the Corporation Counsel.

2. In extraordinary cases, where the agency responsible for the child or a police officer wishes to obtain a custody order outside of regular business hours, that agency or police officer may, through the Mayor's Command Center, request a custody order from the Emergency Judge. If the Emergency Judge signs the custody order, that judge shall provide a copy to the Judge-In-Chambers on the next business day.

3. Upon receipt of a custody order by a judicial officer, the Juvenile/Neglect Clerk in Room 4310 shall enter into WALES all pertinent information pertaining to the custody order and file the case jacket in the appropriate secure file cabinet.

4. In cases where the custody order originates from the judicial officer without a request by CFSA, CSSD, or YSA, the Juvenile/Neglect Clerk shall notify by facsimile the agency responsible for the child and shall make the appropriate entry into WALES.

5. Upon receipt of a Request to Quash/Withdraw a custody order, the Juvenile/Neglect Clerk shall promptly pull the case Jacket, make the appropriate jacket entry, and submit the Request and case jacket to the responsible judicial officer.

6. Upon receipt of a case jacket from the judicial officer, the Juvenile/Neglect Clerk shall check for appropriate entries pertaining to the withdrawal/quashing of the custody order and the appropriate entry into WALES. The Juvenile/Neglect Clerk shall notify by facsimile the agency responsible for the child and shall notify all parties and counsel. If the responsible judicial officer requires a hearing in connection with quashing the custody order, the Juvenile/Neglect Clerk shall notify all parties and counsel of the date, time, and location of the hearing.

7. All facsimile transmissions pertinent to the request for issuance or withdrawal/quashing of a custody order shall be faxed to the attention of the Juvenile/Neglect Clerk. The fax number is (202) 879-0099; the back-up fax number is (202) 737-0807 in case of a break-down in the original number, for other information pertaining to a custody order the telephone number is (202) 879-1319, and the back-up phone number is (302) 879-1633.

8. The Juvenile/Neglect Clerk shall work with all signatories to this Agreement to perform a monthly audit on cases for which each signatory to this Agreement is responsible.

H. CLERK OF THE COURT

1. All courtroom clerks are responsible for notifying the Juvenile/Neglect Clerk by promptly delivering the jacket directly to Room 4310 whenever a judicial officer issues a custody order. The courtroom clerk shall deliver the jacket by the end of the same day on which the custody order is issued.

2. The Clerk of the Court shall train courtroom clerks to follow this procedure.

I. OVERSIGHT

The representatives of the signatories to this Agreement will meet no later than 120 days after the date this Agreement is signed to determine whether any revisions should be made.

SIGNATURES:

SUPERIOR COURT

By:

Eugene N. Hamilton
CHIEF JUDGE EUGENE N. HAMILTON

By:

Ulysses B. Hammond
ULYSSES B. HAMMOND, ESQUIRE
EXECUTIVE OFFICER

CORPORATION COUNSEL

By:

Joyanne Robinson
JOYANNE ROBINSON, ESQUIRE
INTERIM CORPORATION COUNSEL

METROPOLITAN POLICE DEPARTMENT

By:

Larry D. Soulsby
POLICE CHIEF LARRY D. SOULSBY

LAS VEGAS GENERAL RECEIVERSHIP

on behalf of the Child and Family Services Agency

By:

Jerome R. Miller
DR. JEROME MILLER

DEPARTMENT OF HUMAN SERVICES YOUTH SERVICES
ADMINISTRATION

By:

Wayne Casey
WAYNE CASEY, INTERIM DIRECTOR OF DHS

Department of Human Services Youth Services Administration	Policy Number: YSA 1.14	Page: 1 of 4
Chapter: Administration, Organization and Management	Supersedes: YSA I.1-002	Effective Date: July 15, 2002
Subject: REPORTING UNUSUAL INCIDENTS		

I. PURPOSE

To provide procedural instructions which guide YSA personnel and affiliates in reporting unusual incidents to the Youth Services Administration through the appropriate chain of command.

II. POLICY

It is the policy of the Youth Services Administration (YSA) that all unusual incidents be reported in a timely manner. The effective and efficient operation of the agency depends on accurate communication of information regarding serious incidents involving both youth and staff.

III. SCOPE

This policy applies to all YSA employees and YSA contractors who perform official duties or provide services on behalf of the Administration.

IV. DEFINITIONS

Incident – an event or happening outside the ordinary routine that results in disruption or threatens security, safety, order of the facility and/or harm or threat of harm to youth, staff, visitors or the physical plant.

V. PROCEDURE

The **Incident Notification Form** shall constitute an official record of the incident and shall serve to ensure that the Administration is informed of any unusual event that might require immediate attention. (Attachment A)

The **Incident Notification Form** is an important document for subsequent review and investigation of any unusual occurrence and may cause an official request for an investigation when attached to the Department of Human Services (DHS) Form 1243 (Attachment C). This investigation shall be conducted in accordance with DHS policy by the Office of Investigations and Compliance (OIC). OIC will monitor and coordinate all criminal investigations involving the agency and other law enforcement agencies. The Incident Notification Form shall be completely filled out in a manner that is clear, concise, and factual.

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Reporting Unusual Incidents	YSA 1.14	2 of 4

A. In order to ensure uniformity in reporting procedures and format, YSA staff, contractors and their agents shall complete the Incident Notification Form whenever one of the reportable types occur or any incident occurs which may impact the integrity and public confidence in YSA operations. Instructions for completion are included on the back of the form (Appendix B)

B. Reportable Incident Types are:

1. Class I Incidents – incidents that are severe in nature, presents a risk to public safety and/or may attract media attention shall be considered Class I and need to be reported through the YSA chain of command **immediately**. These incidents include but are not limited to the following:

- a. Death
- b. Fire
- c. Hostage Taking
- d. Riot
- e. Reported Crimes
- f. AWOL from Furlough
- g. Escape/Attempted Escape
- h. Suicide Attempted (with injury)
- i. Alleged Child Abuse
- j. Serious Injury or Illness (Youth)
- k. Serious Work Related Injury (Staff)

2. Class II Incidents – incidents which are serious in nature but do not present a significant risk to the facility, public safety or attract media attention shall be considered Class II incidents and shall be reported no later than within two (2) hours of the incident.

- a. Youth on Staff Assault
- b. Youth on Youth Assault
- c. Staff on Youth Assault
- d. Felony Arrest (Staff)
- e. Felony Arrest (Youth)
- f. Attempted AWOL/Abscondence
- g. AWOL/Escape Apprehension or Return
- h. Other

Subject	Policy Number	Page:
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3. Class III Incidents – are of a nature that requires notification by completion of the Incident Notification Form and submitting it to YSA Administration within 24 or the next workday.

- a. Fight (2 or more Youth)
- b. Accidental Injury
- c. Staff Discipline
- d. Damage to property (in excess of \$1000)
- e. Theft (in excess of \$500)
- f. Inappropriate sexual behavior
- g. Illegal drugs/alcohol seized
- h. Possession of Contraband
- i. Other incidents similar in nature

C. During normal business hours (8:15 am to 4:45 pm), all incidents shall be reported immediately to the facility Superintendent, Program Administrator, Office Head, or Contractor shall notify the respective YSA Deputy Administrator or designee.

D. It is the responsibility of the Superintendent/Program Administrator, Office Heads or Contractor to ensure compliance and adherence with these procedures and to transmit the Incident Notification Form to YSA in accordance with the timeframes established by these procedures.

E. The Incident Notification Form shall provide complete details to include a summary of actions taken by appropriate managerial officials regarding the unusual incident, and corrective measures to prevent recurrences (immediate and long range). The YSA Administrator, or his/her designee, shall review this report, and may cite recommendations for actions by higher authorities as required. At this point DHS Form 1243 will be required. See attached form.

As may be necessary, Superintendent, Program Administrator, Office Head, or Contractor shall ensure that follow-up reports are submitted to relay subsequent facts, information and actions.

F. When Class I incidents occur between the hours of 4:45 p.m. and 8:15 a.m. on weekdays, and at any time on weekends or holidays, the appropriate facility Superintendent/Program Administrator, Office Head, or Contractor, shall contact the YSA Duty Officer. The YSA Duty Officer will ensure that

Subject	Policy Number	Page:
Reporting Unusual Incidents	YSA 1.14	4 of 4

the incident is reported by telephone to the Mayor's Command Center (202 727-6161). The person contacting the Mayor's Command Center shall give his/her name, title, location, telephone number and type of unusual incident.

G. Procedures for Notifying On Call Administrators (Duty Officers)

1. At secure facilities the Officer of the Day shall notify the Facility On-Call Administrator who in turn shall call the Deputy Administrator for Secure Programs or his/her designee if a Class I incident has occurred.
2. At non-secure facilities, residential treatment facilities, community based residential or non-residential programs, staff on duty shall notify the Bureau of Court and Community Services (BCCS) Duty Officer who in turn shall notify the Deputy Administrator for Court and Community Programs or his/her designee.
3. Attempts shall be made to contact the On-Call Administrator or Duty Officer by phone. If unavailable the appropriate Deputy Administrator shall be notified by cellular phone or pager.

VI. AUTHORITY

In accordance with the Mayor's Reorganization Plan No. 3 of 1968 and DHS Organization Order 154 dated July 8, 1987, the responsibility and authority of this policy is vested in the Youth Services Administration.

VII. RESPONSIBILITY

The Deputy Administrator for Secure Programs and the Deputy Administrator for Court and Community Programs are responsible for implementing this policy.

VIII. INTERPRETATION

The Youth Services Administrator is responsible for interpreting and making any exceptions to this policy.

IX. REFERENCES

American Correctional Association Standards
3-JTS-3A-18

Approved By: Youth Services Administrator	Gayle L. Turner
Signature:	

**Department of Human Services
Youth Services Administration (Appendix A)**

Incident Notification Form

1. Name of Facility/Program:

2. Incident Date:	3. Incident Time:
4. Location:	5. Activity:
6. Reported:	7. Title:
8. Reported To:	9. Title:
10. Report Date:	11. Report Time:

12. Reportable Incident Types

	CLASS I		CLASS II		CLASS III
	Death		Youth on Staff Assault		Fight (2 or More Youth)
	Fire		Youth on Youth Assault		Accidental Injury
	Hostage Taking		Staff on Youth Assault		Staff Discipline
	Riot		Suicidal behavior, no injury		Damage to property (excess of \$1000)
	Reported Crimes		Felony Arrest (Staff)		Theft (excess of \$500)
	AWOL From Furlough		Felony Arrest (Youth)		Inappropriate sexual behavior
	Escape/Attempted Escape (secure facilities only)		AWOL/Abscondence		Illegal drug/alcohol seized
	Suicide Attempt (with injury)		Attempted AWOL/Abscondence		Possession of Contraband
	Alleged Child Abuse		AWOL/Escape Apprehension		Other:
	Serious Injury or Illness (Youth)		Other:		
	Serious Work Related Injury (Staff)				

13. Data

Name		Social File No.	Sex	Race	Court/Judge	Most Serious Charge/Offense	Date of Placement
1							
2							
3							
4							

14. Incident Description (In the space below or use additional pages, describe the “who,” “what,” “when,” “where,” and “how” of the incident, including any staff actions, disciplinary action and/or notification of outside agencies.):

[illegible]

DEPARTMENT OF HUMAN SERVICES
YOUTH SERVICES ADMINISTRATION – YSA Policy 1.14 (Appendix B)

Incident Notification Form Instructions

1. *Type or legibly print the name of the facility* (institution, group or shelter home, program) responsible for the care, custody and treatment of the youth(s) involved in the incident.
2. *Incident date* is the date the actual reportable incident occurred.
3. *Incident time* is the time the actual reportable incident occurred or was alleged to have occurred.
4. *Location* is the actual or alleged location, i.e., name of place and/or address where the incident occurred.
5. *Activity* is the actual or alleged activity occurring at the time of the incident, i.e., home pass, school, free time, etc.
6. *Reported by* is the name of the person completing the incident notification form.
7. *Title* is the title or position of the person making the report.
8. *Reported to* is the name of the person to whom the person making the report talked to regarding the alleged incident.
9. *Title* is the title or position of the person to whom the report was/is being made.
10. *Report date* is the date that the incident notification form is completed.
11. *Report time* is the time that the incident notification form is completed.
12. *Reportable incident types* – check the appropriate box (es), which best describes the incident.
13. *Data* –self explanatory except, Court means name of Judge who ordered placement and Date of Placement means date youth was placed or entered at your facility.
14. *Incident Description* – means complete written details of an incident that addresses “who, what when, where and how.”

CLASS I

Death – means the death of a youth, placed and in the custody of a YSA operated or contracted facility.

Fire – means a serious fire that causes the premises to be evacuated, uninhabitable, and significant damage to the facility, dwelling, etc.

Hostage taking – means the youth(s) have taken youth or staff hostage and outside law enforcement have to be called to negotiate, remedy the situation.

Riot – means more than one youth’s behavior is creating a major disturbance and outside law enforcement have to be called to remedy or quell the situation.

Reported Crimes – means new crimes w which the assigned youth is alleged to have been involved with during placement or participation in the program, facility, etc. Or new crimes for which the assigned youth is now being charged with while in placement/program.

AWOL from furlough – means a youth from a **secure or non-secure** facility/placement has absconded during a home visit or while away from the facility without direct supervision of program/facility staff.

Escape/Attempted Escape – means a youth(s) has runaway from a **secure** facility/institution or means a youth has attempted to runaway from a secure facility/institution.

Suicide Attempt – means any attempt by a youth do self-harm that requires medical attention.

Alleged Child Abuse – means all reports verbal or otherwise of harm to a youth, to include verbal threats, mental stress and physical abuse.

Serious Injury or Illness (Youth) – means all injuries or illness that results in the need for serious medical attention or hospitalization. (Ambulance) etc.

Serious Work Related Injury (staff) – means all injuries or illness that results in the need for serious medical attention (Ambulance) etc.

CLASS II

Youth on Staff Assault – means any attack on staff that results in serious physical injury or hospitalization.

Youth on Youth Assault – means any attack on youth that results in serious physical injury or hospitalization.

Felony Arrest (staff)– means arrest by any law enforcement agency for committing a felony.

Attempted AWOL/Abscondence- means a youth from a **non- secure** facility/placement has attempted to run away.

AWOL/Abscondence- means a youth from a **non-secure** facility/placement has run away or failed to return at the designated time.

Other- means any incident that will result in embarrassment, (media attention) or potential harm to youth or staff.

CLASS III

Fight (2 or More Youth) – means a physical altercation between two or more youth that results in injury requiring emergency medical attention.

Accidental Injury – means any accident that results in serious injury and emergency medical (Ambulance) is needed.

Staff Discipline – means any written, corrective action issued by a supervisor to a subordinate.



Government of the District of Columbia

HUMAN CARE AGREEMENT

PAGE 1 OF 1 PAGES

1. CONTRACT NUMBER DCJZ-2007-H-0002	2. REQUISITION/PURCHASE REQUEST NO.	3. PURCHASE ORDER/TASK ORDER NUMBER	4. DATE OF AWARD
5. ISSUED BY Office of Contracting and Procurement Human Care Supplies and Services Group 441-4 th Street, NW, Suite 700 South Washington, D.C. 20001		6. ADMINISTERED BY (If other than Item 5) Department of Youth Rehabilitation Services 1000 Mount Olivet Road, N.E. Washington, D.C. 20002 Telephone (202) 576-8423 Fax (202) 576-8223	
7. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. street, county, state and ZIP Code)			
8. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO:		9. DISTRICT SHALL SEND ALL PAYMENTS TO:	

10. DESCRIPTION OF HUMAN CARE SERVICE AND COST

ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICERATE	TOTAL AMOUNT
0001	952-47-00	Therapeutic Family Homes			SEE ATTACHED SCHEDULE B	
Total						\$
Total From Any Continuation Pages						\$
GRAND TOTAL						\$

11. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

LINE	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT

A. Soar System Obligation Code	B. Name of Financial Officer (Typed):	C. Signature:	D. Date:
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12. PERIOD OF HUMAN CARE AGREEMENT

Starting Date:	Ending Date:
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HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 of this document. The Provider/Contractor is required to sign and return two originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated November 2004; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.

13. FOR THE PROVIDER/CONTRACTOR

A. Name and Title of Signer (Type or print)		A. Name of Contracting Officer (Type or print)	
Name:		Name:	
Title		Title:	
B. Signature of PROVIDER/CONTRACTOR, or representative:	C. Date:	B. Signature of CONTRACTING OFFICER:	C. Date:

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

The Government of the District of Columbia, Department of Youth Rehabilitation Services (DYRS), hereafter referred to as the “**District**,” is contracting through this Human Care Agreement with _____, hereafter referred to as the “**Provider**,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Code, §§ 2-301.07, 2-303.02, 2-303.04, and 2-303.06). This Agreement will be effective on the date entered in Item 13c on page 1 of this document.

This is a Human Care Agreement based on fixed-unit prices. The Provider shall deliver services in accordance with Section C.

BASE YEAR

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>CAPACITY</u>	<u>SERVICE RATE</u>
0001	Therapeutic Family Home in accordance with the requirements of this Human Care Agreement	Client Per Day		

OPTION YEAR 1

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>CAPACITY</u>	<u>SERVICE RATE</u>
1001	Therapeutic Family Home in accordance with the requirements of this Human Care Agreement	Client Per Day		

OPTION YEAR 2

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>CAPACITY</u>	<u>SERVICE RATE</u>
2001	Therapeutic Family Home in accordance with the requirements of this Human Care Agreement	Client Per Day		

OPTION YEAR 3

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	SERVICE UNIT	CAPACITY	SERVICE RATE
3001	Therapeutic Family Home in accordance with the requirements of this Human Care Agreement	Client Per Day		

OPTION YEAR 4

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	SERVICE UNIT	CAPACITY	SERVICE RATE
4001	Therapeutic Family Home in accordance with the requirements of this Human Care Agreement	Client Per Day		

C.1 Scope of Human Care Service:

- C.1.1** Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services in the manner specified in subsections C.1.2 through C.7.
- C.1.2** DYRS seeks multiple Providers to provide therapeutic family homes that must be located in the District of Columbia or within a 50-mile radius of the District of Columbia, to male and female youths who are pre-adjudicated or adjudicated in the District of Columbia's juvenile justice system. Each youth's length of stay will vary based upon the youth's ISP. The Providers shall possess first hand knowledge and experience gained providing intensive services to youth involved in juvenile justice.
- C.1.3** The system of care expected to result from these human care agreements seeks to address the specific needs of youth served by DYRS. Programming must be gender specific, culturally sensitive, language appropriate, and tailored to fit the needs of referred youth. Services shall address the balanced and restorative justice principles of public safety, accountability and competency development. The therapeutic family homes will provide youths in the juvenile justice system with community-based support services in lieu of confinement at the Oak Hill Youth Center. Support services shall include, life skill training, education, employment, counseling and additional specific services identified in each youth's service plan. These support services are also expected to result in helping to meet DYRS' goal for its community based services where youths will meet 90% of scheduled court appearances; 75% of participants will not be re-arrested; and the abscondance rate will be below 5%.
- C.1.4 Target Population**
- C.1.4.1** The typical youth referred to therapeutic family homes are youths between the ages of 14 and 21 or who are committed to DYRS' custody and who are eligible for alternatives to secure facilities; youth stepping down from committed custody after an extended stay in locked custody; youth in jeopardy of aftercare revocation in lieu of locked confinement; and youth returning from out of District Residential Treatment Centers. This program will support DYRS' efforts in meeting the Jerry M. Court Decree mandate to begin depopulation at the Oak Hill Youth Center and to provide services in the least restrictive setting consistent with public safety.
- C.1.5 Licensing Requirements**
- C.1.5.2** Therapeutic family homes shall be licensed by the Department of Youth Rehabilitation Services' standards in accordance with Chapter 62 of Title 29 of the District of Columbia Municipal Regulations, entitled "*Licensing of Youth Shelters, Runaway Shelters, Emergency Care Facilities, and Youth Group Home*", pursuant to D.C. Official Code, § 16-2301 et seq (Applicable Document #1) and other applicable District and municipal laws.

C.2 Background

- C.2.1.** DYRS serves male and female youths between the ages of 12 and 21 who have been remanded to its temporary custody by the D.C. Superior Court. The Department of Youth Rehabilitation Services' mission is to improve public safety and give court-involved youth the opportunity to become more productive citizens by building on the strengths of the youth and their families in the least restrictive, most homelike environment. In partnership with the community, this balanced approach to juvenile justice promotes the rehabilitation of delinquent youths toward reforming their behavior in the context of increased accountability, expanded personal competencies, positive youth development and enhanced community restoration. The use of therapeutic family homes will allow young people to live in a home-like environment with structured and supervised care.
- C.2.2.** DYRS currently operates under the injunction of the Jerry M. Consent Decree, an twenty year comprehensive mandate that consists of an original court decree and more than forty (40) subsequent court orders. The decree and court orders focus on reform initiatives associated with the facilities, services and delivery of services to the youth placed in the custody and care of DYRS. The presence of Jerry M. Consent Decree places DYRS and all related activities under continual scrutiny to provide a best practice model for the delivery of services in the juvenile justice system while providing services in the least restrictive setting consistent with the protection of the public.
- C.2.3.** The Department of Youth and Rehabilitation Services (DYRS) provides enriched, culturally sensitive services, including recreational, rehabilitative, educational, mental health, medical, recreational, aftercare supervision, residential placements, independent living and mentoring/monitoring support in a nurturing and structured environment to the youth in its custody. The services are available but not mandated for pre-adjudicated youths

C.3 Applicable Documents

The following documents are incorporated in this solicitation and resulting Human Care Agreement by this reference:

Item No.	Document Type	Title	Date
1	D.C. Municipal Regulations	Licensing of Youth Shelters, Runaway Shelters, Emergency Care Facilities, and Youth Group Homes (Licensure Regulations) 29 DCMR, Chapter 62 (48 DCR 8675)	9-21-01
C.4	<u>Definitions</u>		
C.4.1			
B a l a n c e d a n d R e s t o r a t i v e J u s t i c e	3 Court Document American Correctional Association Industry Standards	Additional information: http://cfsa.dc.gov/cfsa/frames.asp?doc=/cfsa/lib/cfsa/frames/licensing/foster_home.pdf#search='Title%2029%20DCMR%20Chapter%2060' ' Jerry M., et al Plaintiffs v. District of Columbia Juvenile Delinquents Civil Resid. Bd. (3rd Synopsis) Superior Court of the District of Columbia Additional Information: ACA, 4380 Forbes Blvd., Lanham, MD 20706 800-222-5646 Available at: Bureau of Courts and Community Services Department of Youth Rehabilitation Services 450 H Street, NW Washington, D.C. Telephone: 202-724-5071	7-10-86 May 1990
4	Public Laws 91-230 (1970) and 105-17 (1997)	Federal Individuals with Disabilities Education Act 20 USCA § 1400 <u>et seq.</u> , Subchapters I and II available at http://www.firstgov.gov/Topics/Reference/Shelf.shtml#Laws or http://www.law.cornell.edu/uscode/	
5	Public Law 101-336, July 26, 1990	Americans with Disabilities Act 42 USCA § 12101-102; 12131-134. available at http://fedlaw.gsa.gov or http://www.law.cornell.edu/uscode/	1990
6	D.C. Law Concerning Proceedings Regarding Delinquency, Neglect or Need of Supervision	D.C. Official Code, Section 16-2301-2372 available at http://dccode.westgroup.com	

A framework for juvenile reform that seeks to engage citizens and community groups both as clients of juvenile justice services and as resources in a more effective response to youth crime. This balanced approach requires juvenile justice professionals to devote attention to: enabling offenders to make amends to their victims and community; increasing offender competencies; and protecting the public through processes in which individual victims, the community, and offenders are all active participants.

- C.4.1. Culturally Sensitive :** Appropriate services that are inclusive of all groups, in terms of their ethnicity, age, gender, cultural practices, sexual orientation, socio-economic status, educational background, and language.
- C.4.2. Education support/advocacy:** Services designed to increase the educational skills of youth. These may include individualized approaches as well as use of non-traditional methods and materials, for example, computers, mentors, or tutors.
- C.4.3. Family Interventions –** Formal and informal techniques that focus on the family, both parents and therapeutic family' s and will include family therapy, parent training and support groups, and utilization of trained family advocates to work with youth and their families.
- C.4.4. Family Team Meeting:** An informal get-together of youth, family members, professionals, community providers, and family friends to discuss the youths' strengths, needs, and strategies to develop the individual plan to meet the service needs of the youth.
- C.4.5. Human Care Agreement -** A written agreement for the procurement of education or special education, health , human or social services pursuant to the D.C. Official Code, Section 2-303.06a, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally, ill, physically ill, unemployed, or minors in the custody of the District of Columbia. The limitation of the human care agreement is specified in Section D.2.
- C.4.6. Human Care Services -** Are education, or special education, health, human or social services to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia.
- C.4.7. Individualized Service Plan (ISP) -** A document that specifically identifies the goals, objectives, strategies, responsible parties and resources to address the assessed strengths and needs of a committed youth and the family. The DYRS case manager designs the plan to ensure that habilitative and rehabilitative services are correlated to the Balanced and Restorative Justice Model (BARJ) principles which are competency development, accountability and community safety. The plan is developed and periodically updated in conjunction with the DYRS case manager, youths, youth' s family and designated service providers. Updates are to occur at a

minimum of every 90 days, to indicate progression in the achievement of desired outcomes

- C.4.8. Least Restrictive Environment** - That living or habilitation arrangement which least inhibits an individual's independence. It includes, but is not limited to, arrangements to move an individual from more to less structured living and from larger to smaller living units.
- C.4.9. Life Skills** - A combination of services designed to assist youths in the acquisition of knowledge and skills that will enable them to realize their personal, social, educational, and vocational functioning to the fullest extent possible. The services are designed to provide an intermediate level of treatment but needing some educational. Prevocational activities prior to moving to work activities or sheltered workshop settings.
- C.4.10. Natural Family** - A family consisting of one or more parents and their children, but not including aunts, uncles or grandparents.
- C.4.11. Peer group interactions** – Strategies that include counseling that focuses on peer pressure, values clarification and goal identification
- C.4.12. Extended Family:** The relatives of a youth, both by blood and by marriage, other than the youth's natural family, such as aunts, uncles, grandparents and cousins. Staff that supervises extended and therapeutic foster homes should be trained to work with the natural and extended families to improve support systems for youth.
- C.4.13. Provider** - A consultant, vendor or contractor of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contractual agreement with the District of Columbia.
- C.4.14. Qualified Personnel** - Persons holding official credentials, accreditation registration, certification, or licenses issued by their jurisdiction and, for the purposes of providing services under these HCAs, the District of Columbia. The term shall include administrators, foster parents (extended family and therapeutic family home providers), dentists, dietitians, occupational therapists, professional nurses, physicians, podiatrists, speech pathologists or audiologists, pharmacists, patient activity specialists, psychologists and professional counselors, and social workers.
- C.4.15. Respite Services** - Services that provide families or caregivers with temporary relief from tasks associated with care-giving. These services may include in-home assistance, short home stays or day care.
- C.4.16. Supervision and Control:** Activities designed to provide external constraints for youths' behavior, monitor the behavior, and strengthen the adherence and acceptance of rules.
- C.4.17. Therapeutic Family Homes:** A small, family-focused group care residential

placement in the community for up to four youths who require individualized services and supervision.

C.5 Compliance With Service Rates

- C.5.1** The District shall only pay, in accordance with the service rates shown in Part 1, Section B, Human Care Services and Service Rates for services provided under this Human Care Agreement. If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.
- C.5.2** If the Provider's in-State rate is regulated by its State jurisdiction, the Provider shall submit documentation of the in-State rates to the Contracting Officer.
- C.5.3** If the Provider's in-State rate is not regulated by its State jurisdiction, the Provider shall submit to the Contracting Officer a detailed budget with documentation to justify its rates. The Provider's unregulated costs may be subject to negotiation.

C.6 Method of Delivery of Services

- C.6.1** No human care service shall be provided by the Providers unless and until a task order is issued to the Provider by the District.

C.6.1.1 District Responsibilities

- C.6.1.2** The Department of Youth Rehabilitation Services will provide the following under this Human Care Agreement:
- C.6.1.3** Refer youths to the appropriate Provider for placement in a therapeutic family home.
- C.6.1.4** Complete and submit required documents for residential placement and coordinate placement of youth with designated Provider while ensuring basic needs of the youth are met during the intake process.
- C.6.1.5** Provide to the Provider available social and court history information, available reports on psychological evaluations, available medical history, Medicaid certification or insurance information, available family and school information, ISP and other pertinent data for each youth referred to the Provider.
- C.6.1.6** Conduct periodic scheduled and unscheduled site visits for purposes of directly observing the provision of services and discussing performance relative to the terms and conditions of a task order.
- C.6.1.7** Serve as the licensing authority to provide provisional and permanent licensing to therapeutic family home providers.

- C.6.18** Coordinate with Provider to access additional service requirements in accordance with C.6.7.13.
- C.6.19** Conduct training courses in “*Handle with Care*” and “*Suicide Prevention*” for all Provider direct care staff.
- C.6.1.10 Develop and implement quality assurance tools to evaluate the provider’s program effectiveness based on information submitted by the Provider in accordance with C.6.8.1

C.6.2 **Provider Requirements**

- C.6.2.1** The Provider shall provide therapeutic family homes in accordance with the following:
- C.6.2.1.1** Provide therapeutic family homes that are located in the District of Columbia or within 50 miles radius of the District of Columbia in order to afford youth and families the opportunity to access and receive needed programs and services within the District;
- C.6.2.1.2** Hire and train staff to provide the required services to youth residing in therapeutic family homes in accordance with Sections C.6.3.
- C.6.2.1.3** Adhere to service requirements in accordance with all existing federal and District of Columbia laws, rules and regulations including the *American Correctional Association (ACA) Standards for Juvenile Community Residential Facilities* see (Applicable Document # 2);
- C.6.2.1.4** Provide services linked at the neighborhood level with formal and informal supports that are expected to continue to make a difference in the lives of youth as they exit the juvenile justice system;
- C.6.2.1.5** Ensure that services provided are gender specific, culturally sensitive, language appropriate, and tailored to fit the needs of referred youth. Services shall address the balanced and restorative justice principles of public safety, accountability and competency development;
- C.6.2.1.6** Commit to a philosophy of unconditional care, by agreeing not to eject a youths that have been accepted into the therapeutic family home program, but rather renegotiate an individual contract with the agency on a particularly difficult referral

Deleted: that services

C.6.3 **Provider Staff Requirement**

- C.6.3.1** The Provider shall provide sufficient qualified staff to support the treatment and rehabilitative needs of each youth referred by DYRS. Staff shall have the requisite

qualifications to provide services to the population(s) designated by the Provider in the Human Care Agreement Contractor Qualification Record (CQR), which is incorporated into the Agreement as Attachment 1.

- C.6.3.2** The Provider shall ensure that its staff include, but not be limited, a master's level coordinator/manager; a family preservation specialist with a bachelor's degree and five years of relevant work experience; case managers that have a bachelor's degree and five years of relevant work experience; and administrative staff.
- C.6.33** The Provider's staffing pattern for therapeutic family homes shall provide for 24-hours per day coverage to provide on-site supervision and life skills training. Staff composition should represent family-like models.
- C.6.34** The Provider's staffing pattern shall provide sufficient respite care staff to provide all staff a three day break from the therapeutic family homes every other weekend.
- C.6.35** The Provider shall ensure that staff is competent and sensitive in providing treatment to persons of diverse cultural backgrounds, as well as responsive to the needs of minority individuals.
- C.6.36** The Provider shall maintain an individual personnel file for each staff person containing the employment application, personal and professional references, applicable licenses, credentials and/or certificates, records of required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations and date and reason if terminated from employment, which shall be accessible to the COTR upon request.
- C.6.37** The Provider shall document that all direct and indirect staff, including consultants, have no prior criminal record of conviction for child abuse or molestation sexual abuse, or rape.
- C.6.38** The Provider shall provide orientation and training for all staff members with respect to administrative procedures, patient rights, confidentiality of treatment records and other relevant policies, procedures and protocols of the DYRS.
- C.6.39** The Provider shall maintain a current organizational chart displaying organizational relationships and responsibility lines of administrative oversight and supervision.
- C.6.3.10** All personnel materials, including the individual personnel file, for each employee providing services under this Human Care Agreement shall be made available to the Contracting Officer's Technical Representative (COTR) for review upon request.
- C.6.3.11** The Provider(s) shall ensure that direct services staff persons maintain certifications in Cardio-Pulmonary Resuscitation (CPR) and First Aid.
- C.6.3.12** The Provider(s) shall ensure that each staff member that provides services under this human care agreement participate in the DYRS sponsored training courses "*Handle with Care*" and "*Suicide Prevention*" Within the first 30 days of

employment for new hires and within the first 30 days of the award of the contract for currently employed direct care staff.

C.6.4 The Provider shall adhere to the following staff security requirements:

C.6.4.1 In accordance with DC Official Code 44-551 et seq., the Provider shall conduct routine pre-employment criminal record background checks of the Provider's applicable staff and future staff that will provide services under this Human Care Agreement. The Provider shall not employ any staff in the fulfillment of the work under this Human Care Agreement unless said person has undergone a background check, to include a National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect). Staff shall not have any convictions relative to abuse or harming children, elders or animals, or any of the other offenses enumerated in the above statute.

C.6.4.2 After award of a Human Care Agreement, the Provider shall furnish copies of the certified criminal history records of applicable Provider staff that perform services under this Human Care Agreement to the COTR upon request. Any conviction or arrest of the Provider's employees will be reported to the DYRS staff attorney, which will determine the employee's suitability for performance under this Human Care Agreement.

C.6.4.3 The Provider shall conduct the criminal record background checks on an annual basis and for all newly acquired employees. The Provider shall disclose to DYRS, through the COTR, any arrests or convictions that may occur subsequent to employment. The COTR will report any convictions or arrests of the Provider's employees to the DYRS staff attorney, which will determine the employee's suitability for continued performance under this Human Care Agreement.

C.6.5 **Service Plan**

The Provider's therapeutic services shall include, at a minimum, the following services in support of the habilitation of each youth:

C.6.5.1 Therapeutic living accommodations that allow youths to live in a home-like environment with supervised care, in accordance with the rate schedule in Section B that meets all licensing, registration and occupancy requirements, building safety, fire, health and sanitation codes and all other required certifications as prescribed by the governing jurisdiction and maintain current all required permits and licenses for each home utilized in the provision of services under the Human Care Agreement.

C.6.5.2 Living quarters with adequate space, as well as furnishings that are well maintained. The therapeutic family homes shall not accept more than four (4) youths. The Provider's homes used during the performance of this Human Care Agreement shall meet all applicable federal, state and local regulations for the intended use throughout the duration of the Human Care Agreement.

C.6.5.3 Accessibility to persons with mobility limitations, consistent with Public Law 101-336, Americans with Disabilities Act, incorporated herein by reference.

C.6.5.4 Ensure that an emergency home site is available for the provision of services under the Human Care Agreement should a primary home become unavailable.

C.6.5.5 Ensure that host families that provide the therapeutic services have sufficient resources, at no additional cost to the District, to provide supplies and services routinely needed for maintenance and operation of the home, including security, janitorial services, trash pick-up, laundry or liners.

C.6.5.6 The District reserves the right to inspect all homes prior to placement of youths. The District will conduct periodic, scheduled and unscheduled site visits for the purpose of directly observing the provision of services and discussing performance relative to the terms and conditions of any task orders issued against the Human Care Agreement.

C.6.6 **Administrative Operations**

The Provider shall, at a minimum, provide or maintain the following administrative operations to support the delivery of therapeutic services for the youths:

C.6.6.1 Provide services 24 hours per day seven days per week with a minimum of two (2) staff providing direct supervision. The Provider shall maintain an administrative office, which shall operate at a minimum, from 9:00 a.m. to 5:00 p.m., Monday through Friday, except on federal holidays.

C.6.6.2 Rules of conduct to provide for the general welfare and constitutional rights of youths while recognizing and maintaining required order and structure. The rules of conduct shall, at a minimum address the rights and responsibilities of youths and staff, including prohibited acts, and grievance procedures. The Provider's published rules of conduct shall be available for review upon the request of the COTR.

C.6.6.3 Policies and procedures manual(s) that, at a minimum, provide details describing program management, admissions, living and environment, case management, behavior management, program security, program safety, and conditional release. The Provider's policies and procedures manual(s) shall be available for review upon the request of the COTR.

C.6.6.4 Maintain an emergency plan approved by local fire officials that clearly documents the Provider's emergency preparedness, which includes information about the emergency site arrangements described in C.6.5.4. The Provider's emergency preparedness plan shall be available for review upon the request of the COTR. The emergency plan shall be reviewed annually, updated as necessary, and redistributed as changes occur.

C.6.6.5 Conspicuously post an emergency plan showing the location of exits, fire extinguishers and first aid equipment in each facility and home utilized for the provision of services under this Human Care Agreement.

C.6.6.6 Report all unusual or critical incidents, including abscondence, involving youth referred by the District to the COTR and the Contracting Officer.

C.6.7 **Juvenile Services**

The Provider shall provide services in accordance with its Program Description(s), which is incorporated into this Human Care Agreement. At a minimum, the Provider shall provide the following juvenile services for the District's youths:

C.6.7.1 Staff trained to incorporate the youth's natural and extended family members in the delivery of services.

C.6.7.2 Conduct orientation relating to the Provider's procedures, rules, programs, and services.

C.6.7.3 Develop comprehensive case files for each youth including historical, background, and other relevant information received from DYRS case managers. Case files shall be maintained in a manner that is both organized and representative of the youths' progress based on the youth's prescribed ISP and updates.

C.6.7.4 Provide the DYRS case manager with a work plan that details the intensity and frequency of services described in the ISP, within 15 days of receiving the ISP. The work plan shall address, but not be limited to, the following:

C.6.7.5 Supervision and Control: provide activities designed to provide external constraints for the youth's behavior, monitor the behavior, and strengthen the adherence and acceptance of rules.

C.6.7.6 Job Training and Employment: provide assistance to assist youths in obtaining and maintaining employment, including job searches, interviews and communication skills

C.6.7.7 Special Education Support Services: utilize comprehensive educational testing as identified in the ISP.

C.6.7.8 Recreation/Leisure/Cultural Activities: design to engage, stimulate and expose youths to vocational, artistic and consciousness raising pursuits.

C.6.7.9 Coordinate with the DYRS case manager for clinical services necessary to meet and support the treatment objectives and strategies described in the ISP, including, but not limited to:

C.6.7.10 Individual and group counseling that focuses on day-to-day adjustment issues. This may also include formal psychotherapeutic or behavior modification techniques.

C.6.7.11 Family interventions by utilizing trained family advocates to work with youth and their families. This may include formal and informal techniques that focus on the family, both natural and extended family and will include family therapy, and parent training or support groups.

- C.6.7.12** Enhance educational skills for youths consisting of individualized approaches and the use of non-traditional materials and methods, including computer technology, mentoring, and tutoring.
- C.6.7.13** Clinical services outlined in the ISP shall be provided either internally or through appropriate referrals to local providers as coordinated with the DYRS case managers.
- C.6.7.14** Peer Group Interactions utilizing programmatic strategies that include but not limited to counseling that focuses on peer pressure, values clarification and goal identification.
- C.6.8** **Reports**
- C.6.8.1** The Provider shall provide the COTR with quarterly report data that supports DYRS' quality assurance plan used to assess the effectiveness of the Provider's services. The Quarterly report shall, at a minimum, include the following information:
- C.6.8.1.1** Dates vendor's staff participated in Family Team Meetings to revise ISP.
- C.6.8.1.2** Number of youth admitted to the program.
- C.6.8.1.3** Number of youth receiving services.
- C.6.8.1.4** Number of youth who completed programs.
- C.6.8.1.5** Number of youth who failed to appear in court.
- C.6.8.1.6** Number of youth who were re-arrested.
- C.6.8.1.7** Number of youth who were revoked.
- C.6.8.1.8** Number and content of training for direct care staff (includes list of participants and participant evaluations).
- C.6.8.1.9** Client surveys on the effectiveness of the program (client includes youth, and if applicable, natural family members, and extended family members).
- C.6.8.2** The Provider shall prepare and submit individual monthly progress report in accordance with C.7, Item 3. The monthly progress report shall contain, at a minimum, the following data:
- C.6.8.2.1** Number and types and frequency of services identified in plan
- C.6.8.2.2** Number of days from receipt of ISP to receipt of first service. (This item shall be updated each month as until the youth begins receiving each service identified in the ISP)

C.6.8.2.3 Number of contacts with natural and extended family members, list of participants, and participant evaluations (dependent on ISP).

C.6.8.2.4 Documents the youth's progress in each identified area of service as follows:

- C.6.8.2.4.1** Life skills;
- C.6.8.2.4.2** Recreation and leisure activities;
- C.6.8.2.4.3** Academic performance;
- C.6.8.2.4.4** Individual therapy;
- C.6.8.2.4.5** Group therapy;
- C.6.8.2.4.6** Addiction support;
- C.6.8.2.4.7** Vocational support;
- C.6.8.2.4.8** Family therapy;
- C.6.8.2.4.9** Health/medical updates;
- C.6.8.2.4.10** Unusual incidents;
- C.6.8.2.4.11** Abscondence reports; and
- C.6.8.2.4.12** Updated service strategies.

C.6.8.3 Report all unusual or critical incidents, including abscondence, involving youth referred by the District, in accordance with C.7, Items 4 and 5, with the Agreement Between the Superior Court, Metropolitan Police Department, the Corporation Counsel, the LaShawn General Receivership on Behalf of the Child and Family Services Agency of the Department of Human Services and The Department of Human Services (Absconder Report procedures and guidelines) and, DYRS Procedures for Reporting Unusual Incidents which are incorporated into the Human Care Agreement as Attachments 2 and 3 respectively.

C.7 Deliverables

The Provider shall provide the deliverables to the COTR in accordance with the deliverable schedules that follow. All soft copy deliverables shall be provided on 3 1/2 inch diskette formatted in Microsoft Word.

Deliverable Number	Deliverable Name	Method of Delivery	Due Date
1	Work Plan as described in C.6.7.4	1 hard copy and 1 soft copy clearly labeled with the following: <ul style="list-style-type: none"> - Deliverable Name (Placement) - Youth's Name - Provider's Name - Date Completed - Date submitted 	The work plan shall be completed and submitted within 15 days of receiving a youth's ISP

2	Quarterly Evaluation Data Report as described in C.6.8.1	1 hard copy clearly labeled with the following: - Deliverable Name - Facility Name - Date Completed - Date Submitted	Monthly Progress Reports are due the 10 th day of each quarter.
3	Monthly Progress Report as described in C.6.8.2	1 hard copy clearly labeled with the following: - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted - Projected Release Date	Monthly Progress Reports are due the 10 th day of each month.
4	DYRS Absconder Report as described in C.6.8.3	1 hard copy clearly labeled with the following: - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted	All Absconder Reports shall be submitted to the COTR via fax/telephone by the end of the shift in which the incident occurred with a copy forwarded to the D.C. Superior Court.
5	DYRS Unusual Incident Report as described in C.6.8.3 and Attachment 3	1 hard copy clearly labeled with the following: - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted	All Unusual Incident Reports shall be submitted via fax or telephone by the end of the shift in which the incident occurred and followed up with a written report to the COTR within 24 hours.

C.8 Eligibility

Eligibility for services under this Human Care Agreement shall be determined and re-examined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended which is incorporated into this Agreement as Attachment 5.

C.9 Compliance With Laws

As a condition of the Provider's obligation to perform services for the District's under this Agreement, the Provider shall comply with all applicable District, federal and other state and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Human Care Agreement

SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 Term of Agreement

D.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year and four (4) additional option years subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the continuing availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

D.1.2 If the Provider fails to perform its obligations under this Human Care Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Human Care Agreement, the District may terminate this Human Care Agreement for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated November 2004, hereafter referred to as "Standard Contract Provisions", which is incorporated into this Agreement as Incorporated Attachment 1.

D.1.3 The District reserves the right to cancel a task order issued pursuant to this Human Care Agreement upon thirty (30) days written notice to the Provider.

D.2 Agreement Not A Commitment of Funds or Commitment To Purchase

This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Human Care Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this Human Care Agreement.

D.3 Option to Extend Term of the Agreement

D.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of

funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

- D.3.2** The service rates for the option periods shall be as specified in Part I, Section B, Human Care Services and Service Rates.
- D.3.3** If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- D.3.4** The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.
- D.3.5** Should the District exercise the Human Care Agreement option for option year number 3, the Provider shall be required to complete a new CQR.

SECTION E – HUMAN CARE SERVICE ADMINISTRATION

E.1 Contracting Officer/Human Care Agreement Administration

- E.1.1** The Contracting Officer (CO) is the only District official authorized to bind contractually the District through signing a human care agreement or contract, and all documents relating to the human care agreement. All correspondence to the Contracting Officer shall be forwarded to:

Rotimi Osunsan, CPPB, CPM
Assistant Commodity Manager
Office of Contracting and Procurement
Human Care Services/Supplies Cluster
441-4th Street, N.W.
Suite 700 North
Washington, D.C. 20001

Telephone Number: (202) 724-5248
Facsimile Number: (202) 727-0245
E-Mail: rotimi.osunsan@dc.gov

E.2 Contracting Officer's Technical Representative

- E.2.1** The Contracting Officer's Technical Representative (COTR) is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the Contracting Officer's Representative is responsible for the day-to-day monitoring and supervision of this Agreement. The Contracting Officer's Representative is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Officer's Representative shall be:

To Be Determined Before Award of Human Care Agreement
Department of Youth and Rehabilitation Services, DYRS
1000 Mt. Olivet Road, N.E.
Washington, D.C. 20002

E.2.2 Contact Person

For information concerning this Human Care Agreement, contact:

Dwight Hayes
Contract Specialist
Office of Contracting and Procurement
441 4th St., NW, Suite 700 South
Washington, D. C. 20001
Telephone Number: (202) 724-5278
Facsimile Number: (202) 727-0245
E-Mail: Dwight.Hayes@dc.gov

E.3 Ordering and Payment

- E.3.1** The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by the Contracting Officer.
- E.3.2** All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- E.3.3** If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- E.3.4** The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified on page one (1) of the purchase order/task order, ***“Provider Shall Submit All Invoices To.”***

Department of Youth and Rehabilitation Services
Office of the Chief Financial Officer
8300 Riverton Court
Laurel, Maryland 20724

- E.3.5** To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:

- (1) Provider name and address;
- (2) Invoice date, number and the total amount due ;
- (3) Period or date of service;

- (4) Description of service;
- (5) Quantity of services provided or performed
- (6) Contract line item number (CLIN) , as applicable to each purchase order or task order;
- (7) Purchase order or task order number;
- (8) Agreement number;
- (9) Federal tax identification number (TIN);
- (10) Any other supporting documentation or information, as required; and
- (11) Name, title and telephone signature of the preparer.

E.3.6 Payment shall be made only after performance by the Provider under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

PART II

SECTION F – AGREEMENT CLAUSES

F.1 Standard Contract Provisions Incorporated By Reference

The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated November 2004, hereafter referred to as the “Standard Contract Provisions” are incorporated into this Human Care Agreement as Incorporated Attachment 1, and shall govern the relationship of the parties as contained in this Human Care Agreement. By signing this Human Care Agreement, the Provider agrees, and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

F.2 District Of Columbia Interstate Compact

Youth accepted for placement in facilities outside of the District, who are under the age of 18, will be referred and approved for placement by District of Columbia Interstate Compact for Placement of Children.

F.3 Confidentiality

All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

F.4 Amendments

This Human Care Agreement, applicable documents and attachments incorporated by reference constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject

matter of this Agreement are superseded by this Human Care Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, amend or change the agreement within the general scope, services, or service rates of the Agreement. No amendment to this Agreement shall be valid unless approved in writing by the Contracting Officer, subject to any other approvals required in accordance with the District regulations at 27 DCMR. Except that the Contracting Officer may make purely clerical or administrative revisions to the Agreement with written notice to the Provider.

F.5 Tax Compliance Certification

In signing and submitting this Human Care Agreement, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of the Agreement.

F.6 Subcontracts

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor without the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this Human Care Agreement.

Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Human Care Agreement.

F.7 Provider Responsibility

F.7.1 The Provider bears primary responsibility for ensuring that the Provider fulfills all its Human Care Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Human Care Agreement.

F.7.2 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

F.8 INSURANCE

F.8.1 Upon receipt of a Task Order under this HCA, the Provider shall procure and maintain, during the entire period of performance under the Task Order, the types of insurance specified below. The Provider shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Provider shall require all subcontractors to carry the insurance required herein, or Provider may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be

performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 day's prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- F.8.1.1 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.
- F.8.1.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- F.8.1.3 Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- F.8.1.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.
- F.8.1.5 Professional Liability Insurance**, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

F9 Department Of Labor Wage Determinations

The Provider is bound by the U.S. Department of Labor Wage Determination No. 1994-2103, Revision No. 34, dated May 23, 2005 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this contract as Attachment 4. The applicable U.S. Department of Labor Wage Determinations for the regions in which the contract services are provided shall bind contractors located in regions not bound by the above stated Wage Determination.

F.10 LIVING WAGE ACT OF 2006

- F.10.1** Except as described in F.12.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- F.10.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- F.10.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- F.10.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- F.10.5** The Contractor shall provide a copy of the Fact Sheet attached as J._ to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J._ in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

F.10.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

F.10.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

F.10.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

F.10.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

F.11 Special Indemnity

The following provision supplements Section 10 of the Standard Contract Provisions:

The Provider shall indemnify and hold harmless the District and all its officers, agents and

servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order, the Jerry M. Consent Decree or a consent agreement, as a consequence or result of any act, omission or default of the Provider, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this Human Care Agreement.

F.12 HIPAA PRIVACY COMPLIANCE

F.12.1 Definitions

(a) *Business Associate*. "Business Associate" shall mean [Insert Contractor's Name]

(b) *Covered Entity*. "Covered Entity" shall mean District of Columbia's Department of Youth Rehabilitation Services Administration.

(c) *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity that is:

- (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
- (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

(d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed to, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner mutually agreed to or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually agreed to, information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

(4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(6) Term and Termination

(a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

F.13 Access to Records

F.13.1 The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5)

years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

F.13.2 The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

F.13.3 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F.14 Order of Precedence Clause

Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

F.14.1 The Human Care Agreement including, the Contractor Qualifications Record completed by the Provider, service rates and applicable documents incorporated by reference in C.3.

F.14.2 Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated November 2004, located at www.ocp.dc.gov.

F.14.3 The Provider's program description

F.14.4 The Attachments as specified and listed in Sections F.15 and F.16.

F.14.5 Task Order or Purchase Order

F.15 Attachments

The following attachments are included and incorporated by reference into this Agreement.

1. Human Care Agreement Qualification Record which is incorporated into this Human Care Agreement as Attachment 1.
2. Department of Youth Rehabilitation Services Absconder Report (Applicable to Providers located in the District only) Agreement Between the Superior Court, Metropolitan Police Department, the Corporation Counsel, the LaShawn General Receivership on Behalf of the Child and Family Services Agency of the Department of Human Services which is incorporated into this Human Care Agreement as Attachment 2 .

3. DYRS Policy and Procedure, Procedures for Reporting Unusual Incidents,) which is incorporated into this Human Care Agreement as Attachment 3
4. U.S. Department of Labor Wage Determination No. 1994-2103, Revision No. 34, dated May 23, 2005 Record which is incorporated into this Human Care Agreement as Attachment 4
5. 27 DCMR § 1905.6, providing the criteria for a determination of responsibility of potential providers which is incorporated into this Human Care Agreement as Attachment 5

F.16 **Incorporated Attachments** (The following forms, located at www.ocp.dc.gov under “Solicitation Attachments”):

1. Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated November 2004, which is incorporated into this Human Care Agreement
2. Local, Small and Disadvantaged Business Enterprise Certification Package.
3. Office of Tax and Revenue, Office of the Chief Financial Officer, Tax Certification and FR500 Combined Business Tax Registration Application
4. Equal Employment Opportunity Compliance documents, including Mayor’ s Order 85-85, dated June 10, 1985.
5. First Source Employment Agreement.

ATTACHMENT J.1.1

WAGE DETERMINATION 94-2103

REVISION 35, DATED 5/23/06

94-2103 DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (35) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2104

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2103
Revision No.: 35
Date Of Revision: 05/23/2006

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's,
St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King
George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.16
01012 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01030 - Court Reporter	17.02
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60

01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
01312 - Secretary II	17.31
01313 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	15.15
01342 - Stenographer II	16.47
01400 - Supply Technician	21.45
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	12.06
01510 - Test Examiner	17.31
01520 - Test Proctor	17.31
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	15.10
03042 - Computer Operator II	17.02
03043 - Computer Operator III	18.89
03044 - Computer Operator IV	21.09
03045 - Computer Operator V	23.35
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.10
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.91
07010 - Baker	12.25
07041 - Cook I	11.53

07042 - Cook II	12.79
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.97
11122 - House Keeping Aid II	10.77
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.97
11270 - Pest Controller	12.49
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12221 - Nursing Assistant I	9.32
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	13.40
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.73
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Technician	17.18
13071 - Photographer I	14.67

13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	11.73
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	19.05
21030 - Material Expediter	19.05
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	16.04
21080 - Production Line Worker (Food Processing)	15.93
21100 - Shipping/Receiving Clerk	13.15
21130 - Shipping Packer	13.15
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	16.04
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.80
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	19.42
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.61
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	21.05
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.87
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98

23470 - Laborer	14.27
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.85
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.76
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	22.21
23931 - Telecommunication Mechanic II	23.41
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24600 - Chore Aid	9.29
24630 - Homemaker	16.75
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.57
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.57
25190 - Ventilation Equipment Tender	15.24
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	23.19
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	18.10
27010 - Court Security Officer	20.72
27040 - Detention Officer	18.29
27070 - Firefighter	20.97
27101 - Guard I	11.51
27102 - Guard II	15.16
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.89
28020 - Hatch Tender	19.89
28030 - Line Handler	19.89
28040 - Stevedore I	18.71
28050 - Stevedore II	21.11
29000 - Technical Occupations	
21150 - Graphic Artist	22.81
29010 - Air Traffic Control Specialist, Center (2)	32.70
29011 - Air Traffic Control Specialist, Station (2)	22.54
29012 - Air Traffic Control Specialist, Terminal (2)	24.82
29023 - Archeological Technician I	15.78
29024 - Archeological Technician II	17.58
29025 - Archeological Technician III	21.94

29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	31.26
29040 - Civil Engineering Technician	22.19
29061 - Drafter I	14.31
29062 - Drafter II	16.57
29063 - Drafter III	18.53
29064 - Drafter IV	23.33
29081 - Engineering Technician I	17.67
29082 - Engineering Technician II	19.84
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	27.49
29085 - Engineering Technician V	33.62
29086 - Engineering Technician VI	40.67
29090 - Environmental Technician	21.22
29100 - Flight Simulator/Instructor (Pilot)	36.95
29160 - Instructor	26.54
29210 - Laboratory Technician	18.56
29240 - Mathematical Technician	23.70
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	28.55
29491 - Unexploded Ordnance (UXO) Technician I	20.78
29492 - Unexploded Ordnance (UXO) Technician II	25.14
29493 - Unexploded Ordnance (UXO) Technician III	30.13
29494 - Unexploded (UXO) Safety Escort	20.78
29495 - Unexploded (UXO) Sweep Personnel	20.78
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.71
31361 - Truckdriver, Light Truck	13.89
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.47
99030 - Cashier	9.82
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.79
99300 - Lifeguard	10.92
99310 - Mortician	24.77
99350 - Park Attendant (Aide)	13.71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.12
99500 - Recreation Specialist	16.99
99510 - Recycling Worker	15.47
99610 - Sales Clerk	11.08
99620 - School Crossing Guard (Crosswalk Attendant)	11.37

99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48
99660 - Surveying Aide	11.43
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.